

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

Whereas the Vice-President, Academic & Provost issued a letter dated Friday, March 13, 2020 (the "Letter") setting out measures to respond to the COVID-19 pandemic;

And whereas the Federal, Provincial, and Municipal Governments have mandated the need for social distancing within essential and non-essential services in response to the COVID-19 pandemic;

And whereas a Declaration of Emergency has been made in both the Province of Ontario and the City of Toronto;

And whereas the parties acknowledge that the broader situation with respect to the pandemic is extraordinary and rapidly evolving, requiring flexibility and responsiveness on the part of the institution and employees;

And whereas those measures include the cancellation of face-to-face classes, the closure of the University's physical facilities and offices, and a request that faculty members explore possible modifications to their courses including developing alternate and/or flexible means of delivering course content and assessing student work in order to help students to complete their studies;

And whereas the measures set out in this Letter are temporary in response to the COVID-19 pandemic and apply only for the period of the COVID-19 pandemic and the pandemic-related restrictions;

And whereas the Parties recognize that any modifications that faculty members make to their courses to respond to the COVID-19 pandemic are made in exceptional circumstances and will not be relied upon as a basis for requiring such modifications in any other circumstances or as evidence of a shared or past practice;

The Parties:

- A. Acknowledge and confirm a continued commitment to Academic Freedom for OCADFA members, as set out in the *Memorandum of Agreement*;
- B. Acknowledge and confirm a continued commitment to the Intellectual Property Rights of OCADFA members, as set out in the *Memorandum of Agreement*;
- C. Agree to consider the effects of remote course delivery during the Winter 2020 and Spring/Summer 2020 term (May to August) on performance evaluations and all career review processes. Student feedback on courses for the 2020 Winter term and for 2020 Spring/Summer term will be used only by individual faculty members for the review and improvement of their teaching and will not be used for any performance evaluation or career review of faculty members, including performance review processes and consideration for tenure or promotion;

- D. Agree that the Administration will make available to faculty delivering their courses remotely, the resources, training and technical support to facilitate remote instruction;
- E. Agree that the deadline for merit applications will be extended by three (3) weeks until Friday, April 17, 2020 at 4:30pm;
- F. Agree that in light of potential effects of the COVID-19 pandemic on the productivity of tenure-track faculty and their overall assessment during their probationary period, the Administration will contact individual tenure-track faculty via email by Friday, April 17, 2020 at 4:30pm to determine if that faculty member wishes to extend their probationary period by one additional year. Any such extension will not reduce any other extension to which the faculty member may be entitled under the Memorandum of Agreement or Human Rights Code;
- G. Acknowledge that the Administration has confirmed via email on Monday, March 16, 2020 that salary and benefits (if applicable) will continue for all employees in the OCADFA bargaining unit for the duration of the university closure for the six-week period from March 19, 2020 to April 24, 2020 (inclusive);
- H. Recognize the value of ongoing communication and consultation on issues pertaining to the COVID-19 pandemic including the temporary migration of face-to-face classes to remote and/or alternative delivery models as an extraordinary measure and agree to continue this dialogue through the pandemic period;
- I. Agree that for the Spring/Summer term, any sessional faculty member who incurs extraordinary expenses as a result of migrating courses from face-to-face classes to remote and/or alternative delivery models may make a request to an Emergency Fund of \$2500 administered by the Office of the Vice-President, Academic & Provost for reimbursement against pre-approved receipted expenses to a maximum of \$100 per person in accordance with University policies and procedures. The Office of the Vice-President, Academic & Provost will consider and respond to such requests within 20 days.
- J. Recognize that this Letter of Understanding and its measures apply only until the end of the COVID-19 pandemic and the pandemic-related restrictions or until the end of the Spring/Summer terms, whichever is earlier. The parties agree that should the current COVID-19 pandemic necessitate the continued cancellation of face-to-face classes beyond the Spring and Summer terms, the Parties will meet by July 15, 2020 to review the COVID-19 measures and this LOU.
- K. Agree that this Letter of Understanding is entered into without prejudice and without precedent to either Parties' interpretation of the Memorandum of Agreement and agree this Letter of Understanding does not restrict the Association's rights under Article 13 of the Memorandum of Agreement.



For the Association

For the Administration

DATE: April 3, 2020

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